

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 08-14-66214

HUD# 07-14-0663-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

GRR-DTE, LLC

101 3rd Avenue SW, Suite 220

Cedar Rapids, Iowa 52406-5736

POINT BUILDERS, LLC

270 50th Avenue SW

P.O. Box 5513

Cedar Rapids, Iowa 52406-5513

VANTAGE POINT, LLC

101 3rd Avenue SW, Suite 218

Cedar Rapids, Iowa 52404-5736

KIM SCHMIDT

C/O Vantage Point. LLC

101 3rd Avenue SW, Suite 218
Cedar Rapids, Iowa 52404-5736

COMPLAINANT

ANGELA WILLIAMS

Commissioner, Iowa Civil Rights Commission

400 East 14th Street

Des Moines, Iowa 50319

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Complainant's Allegations:

Complainant is a member of the Iowa Civil Rights Commission (ICRC). Complainant alleged Respondents designed and constructed covered multifamily dwelling units in violation of the design and construction accessibility requirements of the Iowa Civil Rights Act (ICRA) and the federal Fair Housing Act (FHA). Complainant alleged Respondents violated the "light, switches, thermostats, electrical outlets in accessible locations" and the "usable kitchens and bathrooms" requirements of the ICRA and FHA. Complainant specifically alleged, in Unit 401, 100 4th Street SW, Kingston Commons Condominiums [henceforth referred to as "Kingston"], (1) the height of the thermostat controls was 60 inches, which is higher than the maximum 48 inches allowed; (2) the height of the electrical outlets in the living room was measured at seven inches, which is less than the minimum reachable height of 15 inches; (3) the distance from the midline of the bathroom sink to the adjoining wall was 20 inches, which is less than

the minimum 24 inches required for an accessible parallel approach due to cabinets that appeared to be non-removable to the testers; and (4) the distance from the midline of the toilet to the adjoining wall was 15 inches, which is less than the minimum 18 inches required for a person in a wheelchair to use the toilet.

Description of the Subject Property

Kingston, the subject property complex, has a building consisting of garages and lobby space on the first floor, four units on the second, third, fourth and fifth floors, and one unit on the sixth floor, with 17 units total, and all of them served by an elevator. Since there is an elevator, every one of the 17 dwelling units in Kingston is “covered” by the design and construction provisions of the ICRA and FHA. Kingston was issued a Certificate of Occupancy on July 8, 2014.

The scope of this agreement includes all 17 units and the public/common use areas at Kingston. However, the dwelling units at Kingston are condominium units for sale. Therefore, the terms of this agreement will require modifications and retrofits to be completed at the present time for all unoccupied units and the public/common use areas at Kingston. The terms for the units currently occupied will consist of notifying the current owners about the available modifications at no cost to them, and completing the same retrofits as in the unoccupied units upon request from the owners of these units.

According to Respondent Representative Fred Timko, the units listed with a sale price on the website for Kingston are the unoccupied units and the units labeled as “sold” are occupied. As of May 29, 2015, the website indicates five units with a sale price, meaning they are unoccupied, with the exception of Units 401 and 301. On May 4, 2015, Mr. Timko informed ICRC that Unit 401 had just been sold. On June 24, 2015, Mr. Timko informed ICRC that Unit 301 had been sold.

The table below shows the different types of units, the total number of covered units per type, the unit numbers for the unoccupied units, and the total number of unoccupied units per type.

| UNIT TYPE | TOTAL COVERED UNITS PER TYPE | UNOCCUPIED UNITS | TOTAL NUMBER |
|----------------|------------------------------|------------------|--------------|
| UNOCCUPIED | | | |
| UNITS PER TYPE | | | |

| | | | | |
|------------------------------------|---|---------------|----------|---|
| Type 1 – 1,611 sq. ft. | 4 | 201 | 1 | |
| Type 2 – 1,645 sq. ft. | 4 | OCCUPIED | 0 | |
| Type 3 – 1,622 sq. ft. | 4 | OCCUPIED | 0 | |
| Type 4 – 1,644 sq. ft. | 4 | 204, 304, 404 | 3 | |
| Type 6 (Penthouse) – 4,084 sq. ft. | | 1 | OCCUPIED | 0 |
| TOTAL 17 | 4 | | | |

Respondents' Defenses:

When asked in the questionnaire what was true or false about the allegations, Respondent GRR-DTE, LLC [henceforth referred to as "GRR-DTE"] responded:

1) Thermostat is located 60" AFF.

We disagree. It is located 48 ½" AFF. See attached photo.

2) Electrical outlets at 7 "- instead of required 15". -

Almost all outlets in the unit are at 15", building code requires no more than 12' between outlets. Since we have large banks of windows that extend to within 12" of the floor, it would be impossible to install outlet at 15". Solution for anyone who requests it would be to surface mount an electrical outlet on the mullion between the windows.

3) Bathroom Adaptability-

We believe the bathroom is adaptable.

Report of Preliminary Findings:

ICRC Investigators inspected three units, as well as the six public or common use areas. The unit number and type are listed in the table at the top of the next page.

UNIT # UNIT TYPE

401 1

404 4

Penthouse 6

After conducting an onsite inspection of the units listed in the table above and the public/common use areas, ICRC Investigators found and reported the following deficiencies:

- 1) The doors located at the building entrance are exterior-hinged doors. According to ANSI, the exterior doors should require no more than 8.5 pounds to open. Measurements were taken at each of the three doors for the subject property building. Both the exterior south-facing door to the vestibule at the main entrance and the door from the vestibule where the mailboxes are located to the main lobby require 11 pounds of force to open. The information collected indicates the main entrance doors to the subject property building require too much force to open, which makes them inaccessible.
- 2) The mailbox area for the subject property building is located in the vestibule adjacent to the main entrance. All of the mailboxes must be usable with keyholes at or below the required 54-inch maximum height because of the elevator that provides access to all of the units. There is enough clear floor space in front of the mailboxes for residents in a wheelchair to make a parallel approach, which allows for a maximum reach height requirement of 54 inches. The height for the keyholes in the top four rows of mailboxes was measured at no less than 57.25 inches. Therefore, the mailboxes with a height greater than 54 inches are unusable, according to the maximum reach parameters of ANSI 1986.
- 3) The height of the thermostat control buttons used in adjusting the temperature was measured at 50.75 inches for Unit 401, 52 inches for Unit 404, and 56 inches for the Penthouse unit. The heights of these controls are all higher than the 48-inch maximum reach limit allowed by the Guidelines. The height measured renders these controls unusable by residents in a wheelchair.

4) The height of the electrical outlets located in the living room under the windows of each inspected units was measured at seven inches. The height of the electrical outlets elsewhere in each living room, dining room, and bedroom was measured at 12 or 13 inches. The heights measured render these electrical outlets unusable by residents who utilize a wheelchair. Installing additional electrical outlets at heights between 15 and 48 inches on each of the walls with the unreachable outlets is one way to correct this particular deficiency.

5) Mr. Timko stated there is no grab bar reinforcement around the showers and toilets, as mandated under Requirement 6 in the FHA and ICRA.

6) The distance from the midline of the sink to the nearest obstruction was measured in the bathrooms of the inspected units. The distance from the midline of the sink to the nearest obstruction was estimated from the scaled blueprints for Types "2" and "3" units. Mr. Timko stated none of these units have removable bathroom cabinets. The distance from the midline of the sink to the nearest obstruction was measured in Unit 401 and estimated for Type 3 units at less than the required minimum of 24 inches. The table below shows the measured distances:

Unit

Bathroom type [Master /

Non-Master] Distance from midline of sink to nearest obstruction

401 Master 18.5 inches

401 Non-Master 21.5 inches

Type 3 Non-Master 12 inches

7) Except for the Penthouse unit, the distances between the midline of the toilet to the adjacent wall were measured in the inspected units, or estimated from the blueprints, at 17 inches or less. The measured and estimated distances are listed in the table below:

Unit

Bathroom type [Master /

Non-Master] Distance from midline of toilet to wall

401 Non-Master 14.75 inches

404 Master 17 inches

Type 2 Non-Master 17 inches

Type 3 Master 16 inches

The distances in the table above are less than the required minimum of 18 inches, as established in the FHADM requirements listed above. These toilets are too close to the wall to be accessible.

Respondents' Response to Report of Preliminary Findings:

Respondents submitted the following responses to the reported deficiencies:

- 1) Respondents state they have adjusted the self-closing hardware for the exterior and interior doors to the vestibule for the subject property building so that the maximum opening force is 8.5 pounds. Respondents submitted photographs as evidence of the modification.
- 2) Upon request, Respondents will relabel mailboxes that are too high to be reachable for tenants with mobility impairments who use a wheelchair, such that the new location for the mailboxes will be at a reachable height. Respondents have amended the bylaws for the Home Owners Association to have the authority in the future to reassign mailboxes as necessary.
- 3) Respondents will lower the thermostats to a maximum height of 48 inches – as measured from the floor to the top temperature control buttons – on all of the unoccupied units. Respondents will advise all current and future owners at occupied units about the option to have their thermostats lowered to the reachable height of 48 inches at no cost to them.
- 4) Respondents will provide outlet adapters for the electrical outlets located throughout each unoccupied unit, except for the outlets underneath windows in the living room, such that there will be three electrical outlets at a height greater than 15 inches. Respondents will advise all current and future owners of occupied units about the option to have this retrofit installed at no cost to them.

Respondents submitted a photograph of the measurement for the height of the top row of the three electrical outlets to document compliance.

5) Respondents will notify all current and future owners at all the units about the option to install “Winglts” fasteners and grab bars in the areas adjacent to the toilets and bathtubs.

6) Respondents will offer to the new owner of Unit 401 at the time of the sale-closing to install either a two-bowl sink with one bowl offset or a single bowl in the center of the cabinet to meet the minimum 24-inch required distance from the adjoining wall, and offer the same retrofit at no cost to all current and future owners of the occupied Type 1 units.

Respondents maintain the bathroom sink at the non-master bathroom for the Type 3 units are compliant with the 24-inch minimum distance requirement. Respondents submitted a photograph and an installation diagram in support of their claim.

7) Respondents maintain the toilet in the non-master bathrooms for the Type 1 units will no longer have to meet accessibility requirements of clear floor space once the required retrofit to the sink in the master bathroom is completed.

Respondents maintain the toilets in Type 2 and Type 3 units meet the 18-inch minimum distance requirement to the grab bar side [wall or bathtub side] and the 15-inch minimum distance requirement to the non-grab bar side from the midline of the toilet. Respondents submitted photographs of measurements taken for these toilets the Type 2 and Type 3 units.

Respondents maintain the toilet in the master bathroom for Type 4 units does not need to meet any accessibility requirements for clear floor space because it is located in one of the two Specification-B bathrooms, which is not required to meet the accessibility requirements for clear floor space because only one of the two Specification-B bathrooms needs to meet accessibility requirements.

Assessment of Deficiencies:

Respondents stated all units were built in accordance with the requirements of the 2009 International Building Code [IBC 2009], which is not one of the safe harbors accepted by HUD. However, in their written responses to the Report of Preliminary Findings, Respondents stated the ANSI 2003 is the accessibility code that was used in the design of the subject property. Further verification of IBC 2009 revealed ANSI 2003 is incorporated as the code for meeting the technical requirements of accessibility. ANSI 2003 is one of the safe harbors accepted by HUD when “used in conjunction with the Act, HUD’s Regulations, and the Guidelines[.]”

Following is the assessment of the reported deficiencies, based on the scoping requirements of FHADM and the technical requirements of ANSI 2003:

- 1) ICRC concurs with Respondents’ statement that they have adjusted the self-closing hardware so that the maximum opening force is 8.5 pounds, as indicated in the photographs submitted by Respondents.
- 2) ICRC concurs with Respondents’ proposal to relabel mailboxes for any unit-owners who make the request to have the height for the keyhole to the mailbox for their unit decreased to a maximum height of 54 inches. ICRC will require Respondents to notify all current and future owners in writing about this option to increase the usability of their mailboxes.
- 3) ICRC concurs with Respondents’ proposal to relocate the thermostat for all
- 4) unoccupied units to a maximum height of 48 inches, and notify current and future owners for the units now occupied about the option to have the thermostat move to an accessible location at no cost to them.
- 5) ICRC concurs with Respondents’ proposal to provide adapters for the electrical outlets located throughout each unoccupied unit, except for the outlets underneath windows in the living room,, such that there will be three electrical outlets at a height greater than 15 inches, and as indicated in the a photograph of the measurement for the height of the top row of the three electrical outlets to document compliance.
- 6) ICRC concurs with Respondents’ proposal to notify all current and future owners at all the units about the option to install Winglts fasteners in the areas adjacent to the toilets and bathtubs. ICRC will

require that all fasteners and grab bars are installed according to the technical requirements of the Fair Housing Act.

7) ICRC concurs with Respondents' proposal to offer the new owner, at the time of the sale-closing for Unit 401, to install at no cost to the new owner either a two-bowl sink with one bowl offset or a single bowl in the center of the cabinet to meet the minimum 24-inch required distance from the adjoining wall, and to offer the same retrofit at no cost to all current and future owners of the occupied Type 1 units.

ICRC concedes the bathroom sinks at the non-master bathroom for the Type 3 units are compliant with the 24-inch minimum distance requirement, as indicated in the photograph and installation diagram submitted by Respondents.

8) ICRC concedes the toilets in the non-master bathrooms for Type 1 units will no longer need to meet accessibility requirements of clear floor space once the required retrofit to correct the deficiency at the master bathroom sinks is completed.

ICRC concedes the toilets in the Type 2 and Type 3 units meet the 18-inch minimum distance requirement to the grab bar side [wall or bathtub side] and the 15-inch minimum distance requirement to the non-grab bar side from the midline of the toilet, as indicated in the photographs of the measurements taken for these toilets the Type 2 and Type 3 units submitted by Respondents.

Section 7.35 of the FHADM reads:

[I]t is acceptable under the Guidelines to have only one bathroom meet Specification B, and the other bathrooms meet Requirements 3, 4, 5, and 6 of the Guidelines, but not Requirement 7.

As indicated in referenced section of the FHADM, if a covered unit has two Specification B bathrooms, only one of these bathrooms is required to meet the requirements for Requirement 7. Based on the FHADM, as quoted above, the observations made by ICRC investigators, and the blueprint sketches submitted by Respondents, the toilets in the master bathrooms in the Type 4 units are found to have no accessibility requirements of clear floor space because the other Specification B bathroom meets all the accessibility requirements of clear floors space. Therefore, ICRC's measurements from the midline of the

toilet to the grab bar sidewall of 17 inches in the Master Bathroom for Unit 404 are compliant with accessibility requirements.

Predetermination Settlement Agreement

A complaint having been filed by Complainant against Respondents with ICRC under Iowa Code Chapter 216 and there having been a preliminary inquiry, including an on-site inspection of the subject property, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against any person for filing a charge under the ICRA; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden under the ICRA.
2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of the ICRA.
3. Respondents acknowledge the FHA and ICRA make it unlawful to discriminate in the sale or rental of a dwelling, or otherwise make unavailable or deny a dwelling, to a buyer or renter on the basis of disability. 42 U.S.C. 3604(f)(1); Iowa Code § 216.8A(3)(a).
4. Respondents acknowledge the FHA and ICRA make it unlawful to discriminate in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling on the basis of disability. 42 U.S.C. 3604(f)(2)(a) and Iowa Code § 216.8A(3)(b)(1)

5. Respondents acknowledge the FHA and ICRA make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford person with a disability an equal opportunity to use and enjoy a dwelling. 42 U.S.C. 3604(f)(3)(b); Iowa Code § 216.8A(3)(c)(2).

6. Respondents acknowledge as owners, developers, builders, or managers of covered multifamily dwellings – ground-floor units in a building consisting of four or more dwelling units built for first occupancy after January 1, 1992 – must build those dwellings in compliance with specific design and construction accessibility requirements, in accordance with the FHA and ICRA. Iowa Code §216.8A(3)(c)(3); 42 U.S.C. §3604(f)(3)(C).

HUD has described these accessibility requirements via regulation and in several publications, including the “Final Fair Housing Accessibility Guidelines.” 24 C.F.R. Part 100.200 et seq.; 56 Fed. Reg. 9,472. In the “Guidelines,” HUD presented the seven specific requirements as:

1. Accessible building entrance on an accessible route.
2. Accessible and usable public and common areas.
3. Usable doors.
4. Accessible route into and through the covered dwelling unit.
5. Light switches, electrical outlets, thermostats and other environmental controls in accessible locations.
6. Reinforced walls for grab bars.
7. Usable kitchens and bathrooms.

Voluntary and Full Settlement

7. The parties acknowledge this Predetermination Settlement Agreement (hereinafter referred to as the Agreement) is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.

8. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

9. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of the Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

10. Respondents agree ICRC may review compliance with this Agreement. And as part of such review, Respondents agree ICRC may examine witnesses, collect documents, or require written reports.

Release

11. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with ICRC, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Disclosure

12. Because, pursuant to Iowa Code § 216.15A(2)(d), 42 U.S.C. 3610(b)(4), and 24 CFR 103.330(b), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code § 22.13.

Required Modifications or Retrofits

13. Respondents agree to make the following modifications or retrofits to the subject property:

Accessible and Usable Public and Common Use Areas – Mailboxes

(a) The parties agree the height of the keyhole for the mailboxes currently assigned to Units 501, 502, 503, 401, 201, 202, 203, and 204 – located in the top four rows of the mailboxes adjacent to the main entrance of the subject property – exceed the maximum reach-range of 54 inches for a person who requires the use of a wheelchair to make a parallel approach, as specified in Section 4.2.6 of ANSI A117.1 1986.

(b) Upon request from residents with a mobility impairment who occupy units with mailboxes assigned in the top four rows – currently assigned to Units 501, 502, 503, 401, 201, 202, 203, and 204 – Respondents agree they will relabel and reassign mailboxes belonging to residents making the requests – as authorized by the Home Owners Association’s Bylaws – such that the reassigned mailboxes for the tenants with a mobility impairment will have keyholes that do not exceed the maximum reach-range height of 54 inches, as required by ANSI A117.1 1986.

Light Switches, Electrical Outlets, Thermostats, and Other Environmental Controls in

Accessible Locations - Thermostats

(a) The parties agree the height for the thermostat controls in all units exceed the maximum height of 48 inches, as allowed by FHADM.

(b) Respondents agree they will lower the thermostat controls in all unoccupied units at the subject property, as listed earlier in this report, to a height no greater than 48 inches, as required by FHADM.

Light Switches, Electrical Outlets, Thermostats, and Other Environmental Controls in

Accessible Locations – Electrical Outlets

(a) The parties agree the height for the bottom outlet in all electrical outlets, except for those in the kitchen, bathroom, and laundry rooms, are less than the minimum height of 15 inches in all units, as required by FHADM.

(b) Respondents agree they will install three-outlet UL-approved adapters to the noncompliant electrical outlets in all units, except for the outlets underneath windows in the living room, such that the three electrical outlets will be arranged horizontally to a height of no less than 15 inches, as required by FHADM.

Reinforced Walls for Grab Bars

(a) The parties agree the lack of grab-bar wall reinforcement is a deficiency because it prevents the future installation of grab bars, unless one of the fasteners, such as the ones manufactured by Winglts, is used. The parties agree that requiring residents to purchase their own fasteners would place the burden of grab-bar reinforcement on the residents instead of on the owner or builder, and would thwart the purpose of Requirement 6 in FHA and ICRA, and as established in Section 4.32 of ANSI A117.1 1986.

(b) Respondents agree they will notify all current and future owners in writing about the option to have Respondents install Winglts fasteners and grab bars in the areas adjacent to the toilets and bathing fixtures as required by Requirement 6 of the Guidelines, as established in Section 4.32 of ANSI A117.1 1986, and to meet the usability requirements of the FHA and ICRA.

Usable bathrooms – Bathroom Sinks

(a) The parties agree the distance from the midline of the sink to the adjacent wall in the bathroom for Unit 401 was measured at under the 24-inch minimum for bathroom sinks without removable cabinets, as required by the Guidelines.

(b) Respondents agree they will communicate to the new owner at the time of the closing of the sale for Unit 401, by both a written notice and verbally, the option to install at no additional cost to the owner, either a two-bowl sink with one bowl offset or a single bowl in the center of the cabinet to meet the minimum 24-inch required distance from the adjoining wall, as required by the Guidelines, and to meet the usability requirements of the FHA and ICRA. Upon request from the new owner for Unit 401,

Respondents agree to complete the above described retrofit within seven calendar days from the date of the request.

Required Timelines for Completion of Modifications or Retrofits

14. Respondents agree they will notify current owners for the occupied units in writing about the option— at no cost to the owner – (1) to have all of the retrofits required to be completed for the unoccupied units also be completed within the occupied units; and (2) to reassign the mailboxes with a height greater than 54 inches to a reachable height within 30 days from the date of the Closing Letter from ICRC.

15. Respondents agree to notify future owners in writing within 30 days from the sale of a unit about the availability of these retrofits. If the owners of any of the occupied units require any of the above-mentioned retrofits to be completed within their units, Respondents shall complete the owner-required retrofits within 30 days of the owner's request.

16. If owners for occupied units choose to have Respondents complete any of the retrofits required for unoccupied units, Respondents agree they will allow these residents to remain in their units while the renovations are being completed, so long as their continued stay is safe and does not unduly disrupt the renovation work. If their continued stay is not safe or unduly interferes with renovation work, Respondents agree to move the affected residents to another suitable unit on a temporary basis, until the unit is made safe or the renovation work is completed. Respondents agree to pay all costs generated by such moves.

17. Respondents agree to make the above-required modifications or retrofits to each of the unoccupied units at Kingston within 60 days from the date of the Closing Letter from ICRC.

Mandatory Reporting Requirements

18. Respondents agree to notify ICRC when they have completed the required modifications or retrofits for all of the subject units. Such notification shall be made within 60 days of completion. These required notifications to ICRC will continue until all required modifications or retrofits have been completed in all seven units, listed on page 3 of the current report.

19. Respondents agree, as the required modifications or retrofits are made to a particular unit or common area, ICRC may then inspect such unit or common area, and then report the results of its inspection, addressing any outstanding deficiencies, in writing and within 30 days of the inspection, to Respondents.

If the inspection indicates outstanding deficiencies, Respondents shall correct all such deficiencies within a reasonable period of time as determined by ICRC, and shall pay a reasonable fee for another inspection by ICRC staff or pay for an inspection by a third party inspector, approved by ICRC.

20. The sale or transfer of ownership, in whole or in part, by any owner of the subject property will not affect any obligation to modify or retrofit the subject property as specified in this Agreement, unless Respondents have obtained, in writing, as a condition of sale or transfer, the purchaser or transferee's commitment to be bound by the terms of this agreement to complete all required modifications or retrofits as specified in this Agreement.

21. Within 60 days from the date of the Closing Letter from ICRC, Respondents agree to provide a written statement to ICRC, to the attention of Don Grove, Supervisor of Housing Investigations, which specifies how each of the above-required modifications or retrofits will be corrected.

[Please go to next page for the signature page]

GRR-DTE, LLC.

Date

RESPONDENT

Point Builders, LLC

Date

RESPONDENT

Vantage Point, LLC

Date

RESPONDENT

Kim Schmidt

Date

RESPONDENT

Angela Williams

Date

COMPLAINANT

Kristin H. Johnson, Executive Director

Date

IOWA CIVIL RIGHTS COMMISSION